



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BLYTHE
AND THE
EMPLOYEES REPRESENTED
BY THE
MID-MANAGEMENT UNIT**

**A FORMAL MEMORANDUM OF UNDERSTANDING
SETTING FORTH THE HOURS, WAGES AND
WORKING CONDITIONS FOR EMPLOYEES
IN THE MID-MANAGEMENT UNIT
FISCAL YEARS 2006 - 2007 & 2007 - 2008**

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ARTICLE 1 – PREAMBLE

SECTION 1 - INTENT

It is the intent and purpose of the parties that this Memorandum of Understanding hereinafter referred to as "M.O.U." shall set forth rules of pay, hours of work and other terms and conditions of employment to be observed by the parties. Said agreement has been developed in the interest of promoting and improving employee relations between the City of Blythe, California, hereinafter referred to as "City", and the Mid-Management Unit, hereinafter referred to as "Unit".

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of section as a whole.

SECTION 2 - CITY RIGHTS

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its rights, which include, but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions, boards;
- Set standard and levels of service;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of government operations;
- Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City-issued wearing apparel, equipment or technology to be used;

SECTION 2 - CITY RIGHTS (Continued)

- Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;
- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws;
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City, through its Council and Management representatives, of its rights hereunder shall not in any way, directly or indirectly be subject to the grievance procedure herein and shall not supercede this Memorandum of Understanding.

The "Unit" expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the "Unit" waives any and all of its rights to meet and confer on any of the City's rights. If the exercise of these rights affect wages, hours or terms and conditions of employment, the City will meet and confer on the effect of its actions. The "Unit" agrees that the City may first exercise its rights before meeting and conferring on the effects of the exercise or its rights. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

SECTION 3 - CONCLUSIVENESS OF AGREEMENT

The City and the "Unit" acknowledge that during the negotiations which resulted in this Agreement, each part had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of the negotiations process, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are contained in this Agreement. Therefore, the City and the "Unit" for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 2 - BASIS FOR COMPENSATION

SECTION 1 - SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each class within the classified service. Initial appointment shall be made at the minimum step within a particular range, but the City Manager may approve a higher starting step of compensation if the best interests of the City so require. For personnel of this "Unit", department head recommendation would be required.

SECTION 2 - STEP ADVANCEMENT

- A. No salary adjustment shall be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the department head and approved by the City Manager. The department head may recommend a one step (2.5%) or two step (5%) increase based on merit and fitness. Merit increases shall be effective on the employee's anniversary date for that position.
- B. Upon successful and satisfactory completion of twelve (12) months of service, eligible employees may be advanced one step within his/her range and yearly thereafter until the maximum within the range is achieved. Or at the end of probation, the City Manager may approve a higher step. For personnel of this Unit, department head recommendation would be required.

SECTION 3 - NEW/PROMOTIONAL EMPLOYEES

New Employees - New employees will receive pay equal to the first step in his/her position unless a higher starting step is approved by the City Manager (upon recommendation of the department head) because of the experience of the employee, provided that funds are available for the salary. After successful completion of probation, employees will be evaluated on an annual basis and subject to a performance evaluation. Employees may then advance to the next step in his/her salary range until the top step is reached. (Step increases are not automatic but are subject to a performance evaluation and step increases shall not be given in less than yearly increments unless approved by the City Council).

Promotional Employees - When an employee is promoted to a higher position, that employee will be entitled to pay equal to the first step of the higher position, or a five percent (5%) increase above his/her current rate of pay. For those employees whose promotion date coincides with the start of the fiscal year, the first step of the higher position will be calculated after any cost of living increase deemed appropriate by the City Council. After the successful completion of probation, employees will be evaluated on an annual basis and subject to a performance evaluation. Employees may then advance to the next step in his/her salary range until the top step is reached. (Step increases are not automatic but are subject to a performance evaluation and step increases shall not be given in less than yearly increments unless approved by the City Council).

SECTION 4 - RECLASSIFICATION

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds his/her current rate of pay. At the time of the reclassification, a performance evaluation is to be completed when in the transition from one position to another.

SECTION 5 - DEMOTION

When an employee is demoted, the base salary rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause, or any appropriate step in the lower pay range, as recommended by the Department Head, and approved by the City Manager that is less than the existing salary if the action is for cause.

SECTION 6 - METHODS OF COMPENSATION

- A. Employees in this unit shall be compensated on a salary basis (26 pay periods in a calendar year).
- B. Payments due shall be made on a bi-weekly basis unless otherwise specified.
- C. Base hourly salary shall be considered at the regular rate of pay for a particular classification without consideration of any other form of compensation.
- D. No one other than the employee may pick up his/her payroll check unless a copy of a signed, dated, authorization is on file at that employee's department office with the original on file at the Personnel Department. The authorization will be valid until revoked in writing.

SECTION 7 - REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.

- A. Leave without pay except in the case of disciplinary time off shall be considered a Personal Leave.
- B. All Personal Leave requests are subject to approval of the Department Head and the City Manager. Personal leave, if approved, shall not exceed ninety (90) rolling calendar days.
- C. All unauthorized absences will be grounds for termination. Three (3) days or more will constitute job abandonment and the employee will be terminated.

SECTION 8 - LEAVE BENEFIT POLICY

The following types of leave do not affect employee benefits: HOLIDAY, JURY DUTY AND VACATION.

- A. Military leave does not affect benefits provided military leave does not exceed that period allowed by law. Military leaves that exceed that period allowed by law shall be considered Personal Leave.
- B. Leave benefits will continue to accrue and be in force for a period of up to ninety (90) work days, at the usual rate of accrual, for employees on a sickness or injury leave provided such leave is not considered a Personal Leave.
- C. All benefits will cease to accrue and be in force if an employee is absent for a period exceeding ninety (90) work days, except in the case of Health Insurance Benefits for an employee on Worker's Compensation leave when such injury or illness was incurred through City employment; in this case Health Insurance Benefits will be kept in force for a period of up to six (6) months, or if accrued sick leave would entitle the employee to a longer period of paid leave, health insurance will continue until such leave expires. However, if employee is not covered by Health Insurance at the time of his or her injury, insurance will not become effective until that employee returns to active City Employment or until employee is eligible for health insurance coverage, whichever is later.
- D. Any benefit which is paid for by the employee will cease when employee no longer pays for that benefit in advance.
- E. When an injury or illness is related to a second job and such injury/illness causes the employee to be absent, such absence will be construed to be a personal leave except when employee has accrued leave.

SECTION 9 - LEAVE BANK

Employees in this "Unit" shall be allowed to donate vacation hours to a leave bank of another employee when necessary, to be used by that employee while on a Personal or Medical leave (due to illness or injury) and has exhausted all his/her sick leave and vacation hours. The actual details of the Leave Bank are being developed and will be included as an addendum to this agreement.

ARTICLE 3 - REGULAR COMPENSATION

SECTION 1 - BASE SALARY RATE

BI-WEEKLY SALARY SCHEDULE FOR MIDDLE MANAGEMENT PERSONNEL
SHALL BE AS FOLLOWS:

Administrative Assistant (Effective 7/05)	45
Administrative Secretary/City Clerk	45
Associate Planner	49
Building Inspector I	41
Building Inspector II	43
Building Inspector III	45
Chief Building Inspector/Fire Marshall	54
Chief WWT Plant Operator Gr. 3/Gr. 2	45/47
Chief Water Treatment Operator	45/47
Code Compliance Officer	41
Deputy Director of Finance	51
Equipment Shop Manager	47
Golf Course Supervisor	40
Lead Airport Operations/Maintenance	40
Park Maintenance Supervisor	40
Personnel/Safety Manager/Deputy City Clerk	47
Planner	45
Purchasing Warehouseman/Safety Officer	40
Street Maintenance Supervisor	40
Wastewater Treatment Plant Supervisor	51
Wastewater/Water Maintenance Supervisor	40
Assoc. Engineer/Proj. & Contract Coordinator	51
Junior Planner (Effective 7/05)	38/40
Code Compliance Officer II (Effective 12/05)	42
Records Supervisor (Effective 7/05)	47

Employees in this Unit shall receive a 5% salary increase for the fiscal year 2006-2007. In the fiscal year 2007-2008 employees in this 'Unit' shall receive a salary adjustment based on the March 2007 CPI, no less than 3% and not to exceed 5%. All salary increases are effective with the beginning of the first full pay period after July 1 of each year.

In the second year of this contract employees of this Unit shall receive a \$750 cash bonus paid in July 2007 (Prior to or after the first payroll in July).

2006-2007 MID-MANAGEMENT SALARY SCHEDULE
EFFECTIVE JULY 1, 2006

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
38 Temp	1605.63	1645.77	1686.92	1728.86	1772.54	1817.09	1861.6395	1907.94
39 Temp	1645.77	1686.92	1728.86	1772.54	1817.09	1861.64	1907.94	1955.99
40	1686.92	1728.86	1772.54	1817.09	1861.64	1907.94	1955.99	2004.91
41	1728.86	1772.54	1817.09	1861.64	1907.94	1955.99	2004.91	2055.58
42	1772.54	1817.09	1861.64	1907.94	1955.99	2004.91	2055.58	2106.97
43	1817.09	1861.64	1907.94	1955.99	2004.91	2055.58	2106.97	2159.65
44	1861.64	1907.94	1955.99	2004.91	2055.58	2106.97	2159.65	2213.64
45	1907.94	1955.99	2004.91	2055.58	2106.97	2159.65	2213.64	2268.98
46	1955.99	2004.91	2055.58	2106.97	2159.65	2213.64	2268.98	2325.71
47	2004.91	2055.58	2106.97	2159.65	2213.64	2268.98	2325.71	2383.85
48	2055.58	2106.97	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44
49	2106.97	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53
50	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14
51	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32
52	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11
53	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53
54	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53	2833.65
55	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53	2833.65	2904.49
<u>RANGE</u>	<u>STEP 9</u>	<u>STEP 10</u>	<u>STEP 11</u>	<u>STEP 12</u>	<u>STEP 13</u>	<u>STEP 14</u>	<u>STEP 15</u>	<u>STEP 16</u>
40	2055.58	2106.97	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44
41	2106.97	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53
42	2159.65	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14
43	2213.64	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32
44	2268.98	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11
45	2325.71	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53
46	2383.85	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53	2833.65
47	2443.44	2504.53	2567.14	2631.32	2697.11	2764.53	2833.65	2904.49
48	2504.53	2567.14	2631.32	2697.11	2764.53	2833.65	2904.49	2977.10
49	2567.14	2631.32	2697.11	2764.53	2833.65	2904.49	2977.10	3051.53
50	2631.32	2697.11	2764.53	2833.65	2904.49	2977.10	3051.53	3127.82
51	2697.11	2764.53	2833.65	2904.49	2977.10	3051.53	3127.82	3206.01
52	2764.53	2833.65	2904.49	2977.10	3051.53	3127.82	3206.01	3286.16
53	2833.65	2904.49	2977.10	3051.53	3127.82	3206.01	3286.16	3368.32
54	2904.49	2977.10	3051.53	3127.82	3206.01	3286.16	3368.32	3452.52
55	2977.10	3051.53	3127.82	3206.01	3286.16	3368.32	3452.52	3538.84

ARTICLE 4 - SPECIAL COMPENSATION

SECTION 1 - OVERTIME COMPENSATION

Members of the Mid-Management unit are exempt from overtime compensation under Fair Labor Standards Act (FLSA).

SECTION 2 - WORKING OUT OF CLASS (TEMPORARY PROMOTION)

When an employee is assigned to work in a position higher than that employee fills, that employee will be entitled to pay equal to the first step of the higher position, (or a five (5%) increase above his current rate of pay, for the period of time the employee is asked to fulfill the duties of the higher level position. This acting pay will begin after one full workday has been completed by the temporarily promoted individual.

SECTION 3 - LONGEVITY PAY

Longevity pay for employees in this unit shall be provided as follows:

For employees with five years through nine years of continuous employment with the City of Blythe in a permanent full time position longevity pay shall be \$37.50 per pay period.

For employees with ten years through fourteen years of continuous employment with the City of Blythe in a permanent full time position longevity pay shall be \$75.00 per pay period.

For employees with fifteen through nineteen years of continuous employment with the City of Blythe in a permanent full time position longevity pay shall be \$100.00 per pay period.

For employees with twenty years through twenty four years of continuous employment with the City of Blythe in a full time permanent position longevity pay shall be \$125.00 per pay period.

For employees with twenty five or more years of continuous employment with the City of Blythe in a full time permanent position longevity pay shall be \$150.00 per pay period.

ARTICLE 5 - WAGE SUPPLEMENTAL BENEFITS

SECTION 1 - EMPLOYEE AND DEPENDENT INSURANCE

- A. Without in any way obligating the City to maintain the existing insurance plans, said plans presently provided are prescription, medical, dental, vision and life insurance for employees and their dependents and short term disability insurance for employees only. Health and prescription insurance is currently provided through the Public Employees' Retirement System (PERS) and dental, vision, life and short term disability insurance is provided through Principal Mutual Life Insurance Company.
- B. The City's contribution in Health Insurance shall be capped at \$695 per month, with any increase over the cap paid for by the employer/employee on a 50/50 match contribution. The City's contribution for Vision, Dental, Life and Short Term Disability shall be capped at \$80 per month.

\$50,000 Life Insurance will be provided to the Management members.

\$25,000 Life Insurance will be provided to the Mid-Management members.

- C. The Flexible Benefit Program shall be for medical benefits only, paid at the flat rate of \$150 per month. The amount shall be paid on a regular paycheck each month and is subject to tax. It is not subject to retirement contributions. To be eligible, employees must be full time and have permanent status (i.e. passed probation). When an employee elects the program, they must sign a form indicating other coverage information including name of spouse, employer's name, and insurance company. As with other enrollment changes, this can only be done during "Open Enrollment" each year. Employees not currently enrolled in a medical plan are eligible to receive this benefit immediately.
- D. Pursuant to PERS Retirement Code Section 22892, the employer's contribution for each retired employee or survivor shall be increased annually by five (5%) percent of the monthly contribution for employees, until such time as the contributions are equal.

SECTION 2 - RETIREMENT

- A. All full time regular Local Miscellaneous employees shall be covered by the Public Employees' Retirement System, State of California 2½% at 55 formula.
- B. The City shall contribute the full 8% of the employee's contribution to PERS for employees in this Unit.

SECTION 3 - STATE DISABILITY INSURANCE

Employees in this unit shall be subject to State Disability Insurance.

SECTION 4 - SICK LEAVE

- A. Only permanent and probationary employees earn sick leave. No sick leave is earned for the first sixty (60) calendar days of employment.
- B. Such employees shall begin to accrue sick leave when they become eligible as follows:
 - 1. For the first pay period in which they become eligible, the employee will earn .046 hours of sick leave for each hour that he/she works in the pay period to a maximum of 3.70 hours for the period.
 - 2. After initial accrual begins, employees will earn 3.70 hours of sick leave per pay period for each full active period of service, up to a maximum of 720 hours of accrued unused sick leave.
- C. SICK LEAVE PAY BACK PROVISIONS

For employees covered by PERS Local Miscellaneous Benefits, accumulated sick leave pay back for members of this Unit is provided according to the following provisions:

- 1. Fifty percent (50%) cash pay back on June 30th of sick leave earned, but not used, in excess of 720 hours in the fiscal year July 1 through June 30, a maximum of 48 hours will be paid; OR
- 2. The employee may request one half ($\frac{1}{2}$) of the sick leave accrued, but not used in the fiscal year July 1 through June 30 of each year to be received as a cash pay back at the rate of one hundred percent (100%) of their regular pay. Requests must be made prior to July 1 of the fiscal year in which the accrual applies. Maximum pay back under this provision is 48 hours which will be deducted from the employee's sick leave accrual.
- 3. For employees who are covered under the PERS Local Miscellaneous Retirement System and upon service or disability PERS retirement from the City of Blythe the following pay-back of sick leave accrual will apply:

Up to ten (9) years of continuous service with the City of Blythe cash out at retirement for the City of Blythe shall be 50% of accrued sick leave at the employee's current rate of pay:

SICK LEAVE PAY BACK PROVISIONS (Continued)

Nine (9) years through fourteen (14) years of service - cash out at retirement from the City of Blythe shall be 60% of accrued sick leave at the employee's current rate of pay;

Fifteen years through nineteen years of continuous service - cash out at retirement from the City of Blythe shall be 75% of accrued sick leave at the employee's current rate of pay;

Twenty years or more of continuous service with the City of Blythe - cash out at retirement from the City of Blythe shall be 100% of accrued sick leave at the employee's current rate of pay.

Cash out percentage shall be based on the Miscellaneous Employee maximum accrual rate of 720 hours. In no case will payment exceed pay for 720 hours of accrued sick leave. If a safety retirement employee, whose accrued leave exceeds this maximum transfers to the Miscellaneous retirement benefit, accrued leave will immediately reduce to 720 hours.

D. PERSONAL BUSINESS AND BEREAVEMENT LEAVE

1. Personal Business - leave of up to five (5) days sick leave per year may be used by the employee for personal business, provided however, that prior approval has been given by the Department Head or his/her designee.
2. Bereavement Leave - Bereavement leave is provided for death of a member of an employee's immediate family.

This leave is not charged to any other form of authorized leave, but will be paid at the employee's normal rate of pay, and is subject to verification by the employer. Paid bereavement leave shall be provided as follows:

If travel is: 300 miles or less - three (3) days
Over 300 miles - five (5) days

1. Immediate Family Defined - For the purpose of 4D.2, immediate family shall be defined as follows: Parents, siblings, children, grandparents, and spouses parents, siblings, children and grandparents.

E. NOTICE TO ADMINISTRATOR

Whenever practical, the employee shall give prior notice to the appropriate administrator, of an anticipated absence. Such notice shall include an estimate of the duration of time that he/she will be absent from work. However, such notice shall not relieve the employee of the responsibility of keeping the appropriate administrator advised of the progress of his/her condition.

F. DOCTOR'S STATEMENT

If an employee is to be absent for a period exceeding three (3) days, a doctor's statement may be required.

G. PERSONAL CALL IN

Whenever practical, the employee will personally call in before reporting time, and report his/her absence to the appropriate administrator.

SECTION 5 - HOLIDAYS

A. HOLIDAYS DESIGNATED

The following days shall be considered holidays with pay for permanent and probationary employees in this Unit.

- | | | | |
|----|------------------------|-----|------------------------|
| 1. | Independence Day | 7. | Christmas Eve |
| 2. | Labor Day | 8. | Christmas Day |
| 3. | Columbus Day | 9. | New Year's Eve |
| 4. | Veteran's Day | 10. | New Year's Day |
| 5. | Thanksgiving Day | 11. | Presidents' Day |
| 6. | Day after Thanksgiving | 12. | Memorial Day |
| | | 13. | Martin Luther King Day |

The Mayor may declare additional holidays only to conform to a holiday declared by the Governor of the State of California or the President of the United States. When a designated holiday falls on Saturday, the previous Friday shall be observed. When a designated holiday falls on Sunday, the following Monday shall be observed.

B. REGULATIONS

1. In the event one or more holidays fall within a scheduled annual vacation leave, such holidays or holidays shall not be charged to vacation leave but rather the vacation leave shall be extended accordingly.

REGULATIONS (Continued)

2. Employees must work the day before and the day after the holiday in order to receive pay for the holiday unless the day before the holiday or the day after the holiday is a regularly scheduled day off or the employee is on extended sick leave, vacation, administrative leave, or Worker's Compensation (industrial leave).

SECTION 6 - VACATION

A. ANNUAL VACATION LEAVE

The purpose of annual vacation is to enable each eligible employee to return to work mentally refreshed.

B. ELIGIBILITY

All regular and probationary employees shall be entitled to annual vacation leave with pay except the following:

1. Employees who have served less than six (6) months of continuous employment in the service of the City;
2. Employees who work on a temporary or part time basis.

An employee may not take vacation before it is earned, nor prior to the completion of six (6) months of continuous City employment as an eligible employee.

Vacation may be scheduled at a time that is agreeable to the City Manager and the Department Head.

An employee who separates from City service shall receive any vacation credit earned prior to the effective date of separation at his/her current rate of pay.

C. VACATION ACCRUAL

Vacation accrual will begin on the permanent employment date as follows:

1. .0385 hours per regular hour worked in the first pay period in which the employee becomes eligible, to a maximum of 3.08 hours thereafter;
2. 3.08 hours per pay period to and including five (5) years of service (240 maximum accrual).

C. VACATION ACCRUAL (Continued)

3. 4.62 hours per pay period after five (5) years, to and including, ten (10) years of service (280 maximum accrual);
4. 6.16 hours per pay period after ten (10) years of service (320 maximum accrual).

Service must be continuous/uninterrupted except as provided for elsewhere in these regulations.

Vacation shall be accrued on a bi-weekly basis. Maximum accumulation shall be 160 hours in addition to the current year's accumulation. Vacation earned above this maximum can be sold (See Section 6, paragraph E.).

D. VACATION PAY CHECK

Prior to an employee's annual vacation leave, employees may request that he/she receive their payroll check providing the following conditions are met:

1. That request in writing is received at least one week prior to date check is desired; and
2. That employee has worked for the period through which pay is requested. For the interpretation of this provision only, sick pay will be considered as time worked.

This provision is not to be construed as providing pay in advance of the normal pay period, only that check will be distributed to that employee prior to the normally scheduled pay day.

E. VACATION PAY BACK

When the maximum accrual for vacation hours has been reached, employees in this "Unit" may request that vacation hours in excess of the maximum accumulation be paid in order to avoid losing any vacation hours.

SECTION 7 - ADMINISTRATIVE LEAVE

Regular employees of this unit shall be entitled to administrative leave with pay. Administrative leave allowed shall be eight (8) days annually, and shall not accrue.

SECTION 8 - JURY DUTY AND COURT APPEARANCE

An employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary provided employee is absent from his/her duties only during the time which his/her presence is required by the court. Payment received by the employee for service to that court shall be turned into the Finance Department. Unless a City vehicle is used the employee may retain reimbursement for mileage.

Any employee who is called as a witness arising out of, and in the course of, his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by him/her shall be paid to the Finance Department together with any mileage allowed if he/she used City transportation.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking such exemption or excuse from jury duty or as a witness as may legally be available, when absence by the employee would create undue hardship for the employee or his/her department, or would materially affect required service to the public. An employee absent as a witness in a private matter shall not be paid during such absence.

SECTION 9 - WORK RELATED INJURY OR ILLNESS LEAVE

Leave with pay for employees injured in the line of City duty shall be granted as follows:

- A. If the injured employee is insured for Worker's Compensation and injury or illness is directly related to the City of Blythe's employment, the City will continue to pay regular wages up to the limits of that employee's accumulated sick leave unless otherwise provided by State Law, provided all wages received by the employee from Worker's Compensation Insurance are turned over to the payroll department.

Sick leave shall be charged in relation with the percentage of reimbursement from Worker's Compensation Insurance toward that employee's earnings unless otherwise provided by State law.

- B. An employee, while on occupational sick leave, shall accrue benefits as described in Article 2, Section 8.C of this M.O.U.
- C. Contested Injuries - In any case where the City contests that the injury occurred on the job, benefits shall be paid in accordance with "A" above up to the limits of the City's liability under this policy.

SECTION 9 - WORK RELATED INJURY OR ILLNESS LEAVE (Continued)

- D. Medical Proof - In order to limit the obligation of the City for each new separate injury, the City may require the employee to furnish medical proof or submit to medical examination by the City's choice of doctor at its expense, to determine whether it is a subsequent injury or an aggravation of a former injury.
- E. Doctor's Statement - A doctor's first report stating that an injured employee should not return to work must be submitted or the employee will not be considered to be on an authorized Worker's Compensation injury leave. Employees must return to work on the date which the doctor states that he/she can return with a statement of release from the doctor or the employee must present an update from the doctor which states that he/she should be off work for an additional period.
- F. Reporting to Administrative Authority - Any employee who is off work due to a work related injury or illness must keep the appropriate administrative authority advised on his/her condition.
- G. Treatment - Employees may be required to be treated by a specific doctor for industrial injury or illness for the first thirty (30) calendar days of treatment. Employees may pre-designate a physician of their choice on the required form only if the physician of choice has previously directed their medical treatment.

PERSONAL PHYSICIAN DEFINED: A physician who has been treating you in the past and has your medical records in his file.

- H. When an employee has been out on an injury or illness, and has been released by the doctor to return to light/moderate work, he/she may return to light/moderate work only if the department can accommodate that employee in his/her position and with the approval of the appropriate administrative authority.

SECTION 10 - UNIFORM ALLOWANCE

- A. Uniform allowance for Mid-Management personnel who are required to wear uniforms will be as follows:
 - 1. Uniforms for the Equipment Shop Manager and WWT Plant supervisor will be provided by the City. This non-cash benefit shall be reportable to P.E.R.S. at the rate of \$10.00 per pay period.

SECTION 10 - UNIFORM ALLOWANCE (Continued)

2. Uniforms for the Maintenance Supervisors shall be provided by the City. This non-cash benefit shall be reportable to P.E.R.S. at \$10.00 per pay period. The color and style shall be selected by the City. Maintenance Supervisors shall be required to wear the uniform provided during all working hours. They shall not be permitted to utilize uniforms for personal wear during off-duty hours. Maintenance Supervisors shall be responsible for replacement cost if uniform is lost.
 3. For all other members of this unit, uniform allowance shall be \$780.00 per year in increments of \$30.00 each bi-weekly pay Period.
- B. Up to \$400.00 cash advance will be made, upon written request, to a new Mid-Management employee who is required to wear uniforms. The pay-back will occur at a bi-weekly rate equal to the allowance rate. Upon termination, any "cash advance" owed for will be deducted from the last pay check.

SECTION 11 - TOOL ALLOWANCE

Tool allowance for the Equipment Shop Manager position will be provided as follows:

1. \$650.00 per year in increments of \$25.00 each bi-weekly pay period.

ARTICLE 6 - WORKING CONDITIONS

SECTION 1 - HOURS OF WORK

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the service performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

SECTION 2 - REST PERIOD

Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular workday or regular work shift. In such cases the following applies:

- A. These rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- B. Rest periods may not be accumulated, nor shall rest periods have any monetary value if unused.

SECTION 3 - MEAL PERIOD

Employees shall be entitled to a meal period not to exceed one (1) hour per regular work day or regular work shift.

- A. Such meal periods shall be without pay.
- B. The amount of time for meal periods and the procedure for taking a meal period shall be determined by departmental rules and regulations.

SECTION 4 - ATTENDANCE

Employees shall normally be in attendance at their work in accordance with all regulations regarding hours of work, holidays and leaves. Failure on the part of an employee to notify his/her employer within 24 hours of the absence, in accordance with these rules shall be considered adequate reason for department action.

SECTION 5 - OUTSIDE EMPLOYMENT

No employee employed by the City shall hold any job or employment outside of their City employment without approval from his/her appointing authority, i.e., department head or City Manager, on a form provided for this purpose. Approval may be requested at any time and shall be renewed each July and any time outside employment changes.

Outside employment will not be permitted if: (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties; or (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect adversely upon the employee or the City. An employee may appeal the decision of the Department Head to the City Manager.

The appointing authority shall reserve the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then must decide between his/her City position and the outside employment. Of course, employees may not engage in outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.

- A. Employee makes a request to his/her appointing authority on a form provided for this purpose.
- B. Department head approves or denies the request and so notifies the requesting employee immediately.
- C. The request, whether approved or denied, is routed to the City Manager.
- D. Appropriate follow-up action is taken if so requested (i.e., appeal of denial by employee) directly to the City Manager.

SECTION 6 - LEAVE OF ABSENCE

- A. General Policy - The following types of leave, and no other, are officially established: Holidays, vacations, sick leave, administrative leave, military, jury duty, and leave without pay. All leaves may be granted by the department head in conformance with rules established for each type of leave.
- B. Military Leave - In accordance with provisions of State Law, an employee shall be granted leave of absence from his/her position during actual duration of such activity.

SECTION 7 - PROBATIONARY PERIOD

- A. The Probationary Period, or working test period, is an integral part of the examination process. It shall be utilized to observe a new or promoted employee to his/her position and to reject any employee whose performance does not meet the required work standards.
- B. All original and promotional appointments shall be tentative and subject to a probationary period.
 - 1. Original appointments: A twelve (12) month probationary period.
 - 2. Promotional appointments: A twelve (12) month probationary period.
 - 3. Provided; however, that all sick leave, suspensions, or leave that exceed thirty (30) days shall extend the review period an equal amount of time.
- C. During the probationary period the appointing authority, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily, or whose habits and dependability do not merit his/her continuance in the service. The appointing authority shall immediately report such removal to the Personnel Officer and to the employee.
- D. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee prior to promotion.

SECTION 8 - ANNUAL PERFORMANCE REVIEW

Based on an employee's anniversary date in his/her current classification, annually there shall be a performance review of each employee while the employee is employed with the City.

Such evaluations are not grievable; however, an employee can prepare and have attached to the evaluation a statement of mitigating circumstances.

SECTION 9 - WORKERS' COMPENSATION

All persons employed by the City are covered under Workers' Compensation Insurance in accordance with State Law. Workers' Compensation covers all job related injuries and illnesses and provides 100% medical expenses. Death benefits are also provided by Workers' Compensation as provided by law. No cost is incurred by the employee for this benefit. All costs shall be incurred by the City.

SECTION 10 - DISCIPLINARY ACTION

- A. Whenever an employee's performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employee promptly and specifically of such lapse and give counsel assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.
- B. An employee may be suspended without pay, demoted or discharged for cause. Employees other than probationary shall have the right of appeal.
- C. Types of Disciplinary Action:
 - 1. Reprimand: In situations where oral warnings have not resulted in expected improvement, or where more severe initial action is warranted, written reprimand may be sent to the employee and a copy shall be placed in the employee's personnel file.
 - 2. Suspension: An employee may be suspended without pay by his appointing authority (subject to review by the City Manager for Mid-Management employees) for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are appropriate; and

Or a five percent (5%) reduction in pay may be given. Such reduction in pay to coincide with the pay period(s) with the intent being that such pay reduction will not exceed that amount of pay received for the period of suspension.
 - 3. Employee Appeal: An employee may appeal the suspension to the City Manager who shall render a decision in writing. If the employee fails to appeal the suspension, the action shall become effective on the date specified.

SECTION 11 - SEPARATION

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, Layoff, Disability, Death, Retirement, and Dismissal.

- A. Resignation: An employee may resign by submitting in writing the reasons therefore and the effective date to his/her appointing authority as far in advance as possible, but a minimum of two (2) week's notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City.
- B. Layoff: The Department Head, upon approval of the City Manager may layoff an employee in the classified service when he deems it necessary by reason of shortage of funds or work, the abolition of the position or other material changes in the duties of organization, or for related reasons which are outside employee's control and which do not reflect discredit upon the service of the employee. The duties performed by any employee laid off may be reassigned to other employees already working who hold positions in appropriate classes. No permanent employee shall be laid off while another person in a classified position is employed on a provisional or seasonal basis in the class. Preference for hiring will be given to laid off employees.
- C. Disability: An employee may be separated for disability when he/she cannot perform the required duties because of physical or mental impairment. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense be performed by a physician of City's choice.
- D. Death: Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.
- E. Retirement: Whenever an employee meets the condition set forth in these rules and the Retirement Plan Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.

SECTION 11 - SEPARATION (Continued)

- F. Dismissal: The City Manager may dismiss any employee for cause. Reasons for dismissal may include, but shall not be limited to:
1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
 2. Theft, destruction, or improper use of City property.
 3. Incompetency, inefficiency, or negligence in the performance of duty.
 4. Insubordination.
 5. Conviction of a criminal offense.
 6. Notoriously disgraceful personal conduct.
 7. Unauthorized absences or abuse of leave privileges.
 8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
 9. Falsification of records or use of official position for personal advantage.
 10. Driving record which makes the employee unsuitable for operation of City equipment and/or vehicle.

An employee that has passed his/her probationary period who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

- G. City Equipment: At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the appointing authority and certification to this effect shall be executed by the employee. Any amount due because of shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate actions.
- H. Exit Pay: Permanent employees who separate from City employment shall receive payment for all earned salary and earned vacation leave, subject to deductions for any indebtedness pursuant to the section on "City Equipment" as stated above.

SECTION 12 - WORK PERIOD

The work period for employees in this Unit commences on Friday at 12:01 a.m. and ends on Thursday at 12:00 midnight.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 1 - USE OF VEHICLES AND CREDIT CARDS

City owned equipment and vehicles may be used only when employees are in the official discharge of their duties.

- A. Vehicles: No person may ride in a City owned vehicle unless on City business. No hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping the City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if such person's job is of the nature that requires him/her to respond to a job related emergency or call.
- B. Speed Limit: City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.
- C. Courtesy: All common courtesies of the road shall be exercised whenever practical. Remember, that the manner in which City vehicles are operated reflects upon the courtesy of all City employees.
- D. Accidents: All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager within one (1) working day. All reports are to be in writing and include the circumstances of the accident as well as any cost estimates and any tentative conclusion as to whether or not the accident was avoidable. Failure to report any accident involving City vehicles within one working day may be construed to be an attempt to conceal an accident, warning, suspension or termination of appropriate employees may result.
- E. Members of this Unit and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve this it is agreed that:
 - 1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
 - 2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
 - 3. An employee has the right to question if a vehicle is safe to operate.
 - 4. Vehicle check lists will be used for all vehicular equipment.

SECTION 1 - USE OF VEHICLES AND CREDIT CARDS (Continued)

- F. Unattended Vehicles: The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.
- G. Backing of Vehicles: Wherever possible, no City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of City truck while they are being backed up.
- H. Credit Cards: City-owned gasoline company credit cards are to be used only when it is impractical to use City provided facilities. Credit Cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

SECTION 2 - NONDISCRIMINATION, EQUAL OPPORTUNITY AND AFFIRMATIVE

- A. The City of Blythe is an Equal Opportunity/Affirmative Action Employer. As such, the City puts into practice equal employment opportunity for all without regard to race, color, religion, political belief, age, national origin, sex, socioeconomic or cultural background. This applies to all areas of working conditions, recruitment, placement, transfer, promotion, training, compensation, practices and policy, and all other conditions of employment not specifically stated.
- B. Members of this Unit and the City agree that parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- C. The parties agree to cooperate actively and positively in supporting the concept of Affirmative Action designated to accomplish equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- D. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest capacity.
- E. The provisions of this M.O.U. shall be applied equally to all employees in the representational unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation or political affiliation as provided by Federal and State guidelines.

SECTION 3 - ACCESS TO MEMORANDUM OF UNDERSTANDING

Upon enactment of the M.O.U., the City will, within thirty (30) days, provide each employee with a copy.

SECTION 4 - REPRESENTATION

It is agreed that this representational Unit includes those classifications or positions set forth in Article 3.

SECTION 5 - JOB ACTION

It is agreed that there shall be no strikes, walkouts or other concerted refusal to perform work by employees covered by this agreement.

Strike means the concerted failure to report for duty, the concerted absence from one's position, the concerted stop-page of work, the concerted admission of resignations, the concerted use of sick leave, boycotting, or disruptively demonstrating by any employee or employee group, or the concerted absence in whole or in part from the full, faithful and proper performance of the duties of employment with the City for any purpose of inducing, including influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges or obligations of public employment or participating in any matter in any course of conduct which adversely affects the services of the City.

The City shall discipline as deemed appropriate, any employee who engages in a strike. Any disciplinary action taken by the City against striking employees shall not be construed as a violation by the City of any provision of this agreement.

SECTION 6 - TRAINING & TRAVEL PAY

Any employee requested to attend training seminars pertaining to their respective positions shall be reimbursed for authorized costs for such training as it relates to travel time and travel expenses and actual time spent in attendance at training sessions. Refer to the City of Blythe Travel Policy and Procedures.

ARTICLE 8 - GRIEVANCES

SECTION 1 - POLICY, EXTENT, PROCEDURE

- A. Policy: The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly the following procedure is established.
- B. Extent: A grievance is a wrong, real or fancied, considered by an employee as grounds for complaint, except in the case of personnel action arising out of position classification pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided for.
- C. Procedure: An employee or their agent shall first present the grievance to the employee's immediate supervisor, within seven (7) working days of the grievable action, which shall make inquiry into the facts and circumstances of the complaint. The supervisor shall attempt to resolve the matter promptly and fairly.

An employee, if dissatisfied with the decision of his/her supervisor, may submit the grievance in writing to the Department Head within seven (7) working days. The Department Head shall make a separate investigation and inform the employee in writing of the decision and the reasons therefore within seven (7) calendar days after receipt of the employee's grievance.

If the employee is dissatisfied with the Department Head's decision, the employee may request in writing a review by the City Manager within seven (7) calendar days following the receipt of the decision to the Department Head. The City Manager shall make an investigation and conduct such hearings as he deems necessary and shall within *thirty (30)* calendar days after the receipt of the employee's request for review, inform the employee in writing of his findings and decision.

If the employee is dissatisfied with the City Manager's decision he/she may request in writing a review by the City Council within seven (7) calendar days following the receipt of the decision of the City Manager. The Council shall, within thirty (30) calendar days after it receives the employee's request for review, conduct an investigation. The decision of the Council shall be rendered, in writing, within thirty (30) calendar days of completion of the investigation.

ARTICLE 9 - EFFECTIVE DATES

- A. This agreement shall be retroactive to July 1, 2006 and shall remain in full force and effect until June 30, 2008, and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days notice in writing to the other party prior to any annual expiration date of its desire to modify or terminate this Agreement.
- B. If the parties fail to negotiate a new Agreement by the annual expiration date of the Agreement, the Agreement shall remain in effect unless the parties mutually agree in writing to terminate the Agreement.
- C. If for any reason beyond the control of the City of Blythe the City would lose its Vehicle License Fee (VLF) revenue, either by action of the Governor, the State Legislature or the voters of California, the bargaining unit and management would immediately reopen negotiations on salary, and further, any increase negotiated by this Agreement would cease, reverting back to the salary level as it existed on June 30th of the prior fiscal year.
- D. If any section, subsection, sentence or clause or phrase of the M.O.U. is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not effect the validity of the M.O.U. and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. The parties hereto shall meet and confer regarding any provisions of this agreement so invalidated.

Signed this _____ day of July, 2006

CITY OF BLYTHE:

MID-MANAGEMENT UNIT:

Les Nelson
City Manager

Unit Representative

Unit Representative